

Plaintiff's Exhibit List

Montwillo v. Tull, et al.

Exhibit	Date	Description	Marked	Entered	Comments
1	7/04	Copyright registrations for: Blonde Drag Queen Doll, Redhead Drag Queen Doll, Talking Pregnant Drag Queen Doll, Trailer Trash Roy Doll, Trailer Trash Doll			
2	7/9/04	Secretary of State Articles of Incorporation: Gibby Novelties, LLC			
3	7/15/04	Bill of Sale Tull to Gibby with property list.			
4	7/17/04	Bill of Sale of Assets of Arsenic & Apple Pie, LLC.			
5	7/17/04	Agreement to Release, Cancel and Terminate Business Loans.			
6	7/20/04	Secretary of State Certificate of Dissolution: Arsenic & Apple Pie, LLC			
7	5/31/03	Letter to Montwillo from Wong with DRAFT Agreement for the Purchase of Membership Interest			
8	Not dated	Agreement for the Purchase of Membership Interest			
9	4/7/03	Letter to Montwillo from Wong re: membership interest			
10	6/23/04	Letter to Montwillo and Tull from Wong re: membership interest and bankruptcy			

11	7/3/04	Letter to Montwillo and Tull from Wong re: dissolution			
12	7/20/04	Letter to Montwillo from Wong re: proprietary rights to dolls and concerns about bankruptcy			
13	7/19/00	E-mail from Montwillo to Tull re: sale of business			
14	Various	Assorted newspaper articles featuring Trailer Trash dolls and Montwillo			
15	Various	Arsenic & Apple Pie website and content.			
16	Various	Assorted online articles featuring Trailer Trash dolls and Montwillo			
17	n/a	Steps of Infringement (Chart)			

Copyright Office fees are subject to change.  
For current fees, check the Copyright Office website at [www.copyright.gov](http://www.copyright.gov), write the Copyright Office, or call (202) 707-300

141650900



**C** Form VA  
For a Work of the Visual Arts  
UNITED STATES COPYRIGHT OFFICE

VA 1-271-343



EFFECTIVE DATE OF REGISTRATION

7-13-07  
Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

<b>1</b>		Title of This Work ▼		NATURE OF THIS WORK ▼ See Instructions	
<i>Blonde Drag Queen Doll</i>				<i>Doll</i>	
Previous or Alternative Titles ▼					
Publication as a Contribution If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼					
If published in a periodical or serial give: Volume ▼		Number ▼		Issue Date ▼	
				On Page ▼	
<b>2</b>		NAME OF AUTHOR ▼		DATES OF BIRTH AND DEATH	
<i>a. Paul John Montwill</i>		<i>whose pseudonym is Paul Hansen</i>		Year Born ▼	Year Died ▼
Was this contribution to the work a "work made for hire"? □ Yes <input checked="" type="checkbox"/> No		Author's Nationality or Domicile Name of Country OR { Citizen of <u>U.S.A.</u> Domiciled in _____		Was This Author's Contribution to the Work Anonymous? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Pseudonymous? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Nature of Authorship Check appropriate box(es). See Instructions <input checked="" type="checkbox"/> 3-Dimensional sculpture <input type="checkbox"/> Map <input type="checkbox"/> Technical drawing <input type="checkbox"/> 2-Dimensional artwork <input type="checkbox"/> Photograph <input type="checkbox"/> Text <input type="checkbox"/> Reproduction of work of art <input type="checkbox"/> Jewelry design <input type="checkbox"/> Architectural work					
<b>b</b>		Name of Author ▼		Dates of Birth and Death Year Born ▼ Year Died ▼	
<i>b</i>					
Was this contribution to the work a "work made for hire"? □ Yes <input type="checkbox"/> No		Author's Nationality or Domicile Name of Country OR { Citizen of _____ Domiciled in _____		Was This Author's Contribution to the Work Anonymous? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Pseudonymous? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Nature of Authorship Check appropriate box(es). See Instructions <input type="checkbox"/> 3-Dimensional sculpture <input type="checkbox"/> Map <input type="checkbox"/> Technical drawing <input type="checkbox"/> 2-Dimensional artwork <input type="checkbox"/> Photograph <input type="checkbox"/> Text <input type="checkbox"/> Reproduction of work of art <input type="checkbox"/> Jewelry design <input type="checkbox"/> Architectural work					
<b>3</b>		Year in Which Creation of This Work Was Completed <i>a. 1998</i>		Date and Nature of First Publication of This Particular Work Complete this information Month <u>07</u> Day <u>01</u> Year <u>2000</u> OR, if this work has been published, _____ U.S.A. Nation _____	
<b>4</b>		COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. ▼ <i>Paul John Montwill 3638 2nd Street San Francisco CA 94114</i>		APPLICATION RECEIVED <b>JUL 13 2004</b> ONE DEPOSIT RECEIVED <b>JUL 13 2004</b> TWO DEPOSITS RECEIVED <b>JUL 13 2004</b> FUND RECEIVED	
See Instructions before completing this space.					
Transfer if the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼					

MORE ON BACK ▶ Complete all available spaces (numbers 5-9) on the reverse side of this page.

EXHIBIT

EXAMINED BY	<i>PMK</i>	FORM VA
CHECKED BY	<i>J</i>	
<input type="checkbox"/> CORRESPONDENCE	FOR	
<input checked="" type="checkbox"/> Yes	COPYRIGHT	
	OFFICE	
	USE	
	ONLY	

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

Yes  No If your answer is "Yes," why is another registration being sought? (Check appropriate box.) ▼

- This is the first published edition of a work previously registered in unpublished form.
- This is the first application submitted by this author as copyright claimant.
- This is a changed version of the work, as shown by space 6 on this application.

5

If your answer is "Yes," give: Previous Registration Number ▼ Year of Registration ▼

DERIVATIVE WORK OR COMPILED WORK Complete both space 6a and 6b for a derivative work; complete only 6b for a compilation.

a. Preexisting Material Identify any preexisting work or works that this work is based on or incorporates. ▼

6

b. Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▼

a  
See instructions  
before completing  
this space.

b

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account. ▼

Name ▼ Account Number ▼

7

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/ZIP ▼

Paul John Montwill  
3638 22nd Street  
San Francisco CA 94114

Area code and daytime telephone number (415) 821 1536

Fax number ( )

Email *pmontwill@hotmail.com*

a

b

CERTIFICATION I, the undersigned, hereby certify that I am the

check only one ▶

author  
 other copyright claimant  
 owner of exclusive right(s)  
 authorized agent of \_\_\_\_\_

Name of author or other copyright claimant, or owner of exclusive right(s) ▼

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

8

Typed or printed name and date ▼ If this application gives a date of publication in space 3, do not sign and submit it before that date.

*Paul John Montwill*

Date *7/18/04*

Handwritten signature (X) ▼

X

*Paul John Montwill*

Certificate  
will be  
mailed in  
window  
envelope  
to this  
address:

Name ▼	Paul John Montwill
Number/Street/Apt ▼	3638 22nd Street
City/State/Zip ▼	San Francisco CA 94114

• Complete all necessary spaces  
• Sign your application in space 6

1. Application form  
2. Nonrefundable filing fee in check or money  
order payable to Register of Copyrights  
3. Deposit material

Library of Congress  
Copyright Office  
101 Independence Avenue, S.E.  
Washington, D.C. 20559-6000

9

Forms are subject to  
change. For current  
form, check the  
Copyright Office  
home page at  
[www.copyright.gov](http://www.copyright.gov),  
or call  
(202) 707-9000.

Copyright Office fees are subject to change.  
For current fees, check the Copyright Office website at [www.copyright.gov](http://www.copyright.gov), write the Copyright Office, or call (202) 707-3300.

141650911



**C Form VA**  
For a Work of the Visual Arts  
UNITED STATES COPYRIGHT OFFICE

VA 1-271-341

JUN 2004 271-341

141650911

7-13-04

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

1

Title of This Work ▼

NATURE OF THIS WORK ▼ See Instructions

Redhead Drag Queen Doll

Doll

Previous or Alternative Titles ▼

Publication as a Contribution If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

If published in a periodical or serial give: Volume ▼

Number ▼

Issue Date ▼

On Page ▼

2

**NOTE**

Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see Instructions). For any part of this work that was "made for hire" check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates of birth and death blank.

NAME OF AUTHOR ▼

a Paul John Montwill whose pseudonym is Paul Hansen

DATES OF BIRTH AND DEATH

Year Born ▼ Year Died ▼

1967

Was this contribution to the work a "work made for hire"?

 Yes NoAuthor's Nationality or Domicile  
Name of Country

OR

Citizen of

USA

Domiciled in

Was This Author's Contribution to the Work

Anonymous?  Yes  No If the answer to eitherPseudonymous?  Yes  No of these questions is "Yes," see detailed instructions.

Nature of Authorship Check appropriate box(es). See Instructions

<input checked="" type="checkbox"/> 3-Dimensional sculpture	<input type="checkbox"/> Map	<input type="checkbox"/> Technical drawing
<input type="checkbox"/> 2-Dimensional artwork	<input type="checkbox"/> Photograph	<input type="checkbox"/> Text
<input type="checkbox"/> Reproduction of work of art	<input type="checkbox"/> Jewelry design	<input type="checkbox"/> Architectural work

Name of Author ▼

Date of Birth and Death

Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?

 Yes NoAuthor's Nationality or Domicile  
Name of Country

OR

Citizen of

USA

Domiciled in

Was This Author's Contribution to the Work

Anonymous?  Yes  No If the answer to eitherPseudonymous?  Yes  No of these questions is "Yes," see detailed instructions.

Nature of Authorship Check appropriate box(es). See Instructions

<input type="checkbox"/> 3-Dimensional sculpture	<input type="checkbox"/> Map	<input type="checkbox"/> Technical drawing
<input type="checkbox"/> 2-Dimensional artwork	<input type="checkbox"/> Photograph	<input type="checkbox"/> Text
<input type="checkbox"/> Reproduction of work of art	<input type="checkbox"/> Jewelry design	<input type="checkbox"/> Architectural work

3

Year in Which Creation of This Work Was Completed

1998

This information must be given in all cases.

Date and Notice of First Publication of This Particular Work

Complete this information Month 07 Day 01 Year 2000

U.S.A.

Nation

See instructions before completing this space.

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. ▼

Paul John Montwill  
3638 22nd Street  
San Francisco CA 94114

Transfer If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

**ONE DEPOSIT RECEIVED**  
ONE DEPOSIT RECEIVED  
**TWO DEPOSITS RECEIVED**  
TWO DEPOSITS RECEIVED  
**FUNDS RECEIVED**  
FUND RECEIVED

NOT  
WITH  
HOLD  
ING

EXAMINED BY	<i>MMK</i>	FORM VA
CHECKED BY	<i>J</i>	
<input type="checkbox"/> CORRESPONDENCE <input checked="" type="checkbox"/> Yes		FOR COPYRIGHT OFFICE USE ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

Yes  No If your answer is "Yes," why is another registration being sought? (Check appropriate box.) ▼

- This is the first published edition of a work previously registered in unpublished form.
- This is the first application submitted by this author or copyright claimant.
- This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give Previous Registration Number ▼

Year of Registration ▼

5

DERIVATIVE WORK OR COMPILED WORK Complete both spaces 6a and 6b for a derivative work; complete only 6b for a compilation.

a. Preexisting Material Identify any preexisting work or works that this work is based on or incorporates. ▼

6

b. Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▼

a See instructions  
before completing  
this space.

b

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.

Name ▼

Account Number ▼

7

a

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/Zip ▼

*Paul John Montville  
3638 22nd Street  
San Francisco CA 94114*

Area code and daytime telephone number *(415) 821 1536*

Fax number ( )

Email *pmw@twink.com*

b

CERTIFICATION I, the undersigned, hereby certify that I am the

check only one ▶ 

<input checked="" type="checkbox"/> Author
<input type="checkbox"/> other copyright claimant
<input type="checkbox"/> owner of exclusive right(s)
<input type="checkbox"/> authorized agent of _____

Name of author or other copyright claimant, or owner of exclusive right(s):

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name and date ▼ If this application gives a date of publication in space 3, do not sign and submit it before that date.

*Paul John Montville*

Date *7/15/07*

Handwritten signature (X) ▼

*X Paul J Montville*

8

Certificate  
will be  
mailed in  
window  
envelope  
to this  
address:

Name ▼	<i>Paul John Montville</i>
Number Street ▼	<i>3638 22nd Street</i>
City/State/Zip ▼	<i>San Francisco CA 94114</i>

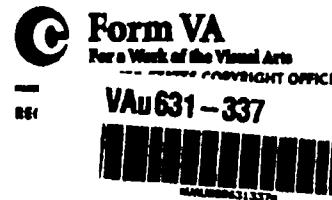
1. Certificate of necessary spaces
2. Sign your application in space 6
3. Signature date
4. Check or money order payable to Register of Copyright
5. Deposit material

Library of Congress  
Copyright Office  
101 Independence Avenue, S.E.  
Washington, D.C. 20559-6000

9

For further  
information  
regarding  
copyright  
and  
copyright  
office  
operations,  
please  
call  
1-872-2000  
or  
visit  
www.copyright.gov

Copyright Office fees are subject to change. For current fees, check the Copyright Office website at [www.copyright.gov](http://www.copyright.gov), write the Copyright Office, or call (202) 707-3000.



140773596



EFFECTIVE DATE OF REGISTRATION

July 2 2004

Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

**1**

Title of This Work ▼

NATURE OF THIS WORK ▼ See Instructions

Previous or Alternative Titles ▼

Talking Pregnant Trailer Trash Doll

Doll

Publication as a Contribution: If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

If published in a periodical or serial give: Volume ▼

Number ▼

Issue Date ▼

On Page ▼

**2**

NAME OF AUTHOR ▼

a Paul John Montwill

DATES OF BIRTH AND DEATH

Year Born ▼ Year Died ▼

1967

Was This Author's Contribution to the Work

Anonymous?  Yes  No If the answer to either of these questions is "Yes," see detailed instructions.  
Pseudonymous?  Yes  No**NOTE**

Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). For any part of this work that was "made for hire," check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates of birth and death blank.

Was this contribution to the work a "work made for hire"?

Yes  
 No

Author's Nationality or Domicile

Name of Country

OR United States

Domiciled in \_\_\_\_\_

EXAMINED BY	<i>[Signature]</i>	FORM VA
CHECKED BY		
<input type="checkbox"/> CORRESPONDENCE <input checked="" type="checkbox"/> Yes		FOR COPYRIGHT OFFICE USE ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

**PREVIOUS REGISTRATION** Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

Yes  No If your answer is "Yes," why is another registration being sought? (Check appropriate box.) ▼

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- This is the first application submitted by this author as copyright claimant.
- This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give Previous Registration Number ▼

Year of Registration ▼

**DERIVATIVE WORK OR COMPILED WORK** Complete both space 6a and 6b for a derivative work; complete only 6b for a compilation.

a. Preexisting Material Identify any preexisting work or works that this work is based on or incorporates. ▼

b. Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▼

5

6

a  
See instructions  
before completing  
this space.

b

**DEPOSIT ACCOUNT** If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.

Name ▼ Account Number ▼

7

a

**CORRESPONDENCE** Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/Zip ▼

Paul J Montwill  
3638 22nd St  
San Francisco CA 94114

Area code and daytime telephone number (415) 821 1536

Fax number ( )

Email [pmontwill@hotmail.com](mailto:pmontwill@hotmail.com)

b

**CERTIFICATION** I, the undersigned, hereby certify that I am the

check only one ►   
 {  author  
 other copyright claimant  
 owner of exclusive right(s)  
 authorized agent of \_\_\_\_\_  
Name of author or other copyright claimant, or owner of exclusive right(s) A

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

8

Typed or printed name and date ▼ If this application gives a date of publication in space 3, do not sign and submit it before that date.

Paul John Montwill

Date 6/29/04

Handwritten signature ▼

X *Paul J Montwill*

Certificate  
will be  
mailed in  
window  
envelope  
to this  
address:

Name ▼	Paul J Montwill
Number/Street/Apt ▼	3638 22nd St.
City/State/Zip ▼	San Francisco CA 94114

• Complete all necessary spaces  
• Sign your application in space 8

1. Application form  
2. Nonrefundable filing fee in check or money  
order payable to Register of Copyrights  
3. Deposit material

Library of Congress  
Copyright Office  
101 Independence Avenue, S.E.  
Washington, D.C. 20556-4000

9

Fee are subject to  
change. For more  
information, contact  
the Copyright  
Office or your  
local post office.

Copyright Office fees are subject to change. For current fees, check the Copyright Office website at [www.copyright.gov](http://www.copyright.gov), write the Copyright Office, or call (202) 707-3000.

140773585



**Form VA**  
For a Work of the Visual Arts  
U.S. COPYRIGHT OFFICE  
VAU 631-338



EFFECTIVE DATE OF REGISTRATION

July 2 2004

Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

**1**

Title of This Work ▼

NATURE OF THIS WORK ▼ See Instructions

Previous or Alternative Titles ▼

Trailer Trash Roy Doll  
Bubble, Muket Doll

Doll

Publication as a Contribution If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

If published in a periodical or serial give: Volume ▼

Number ▼

Issue Date ▼

On Page ▼

**2****NOTE**

Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). For any part of this work that was "made for hire," check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates of birth and death blank.

NAME OF AUTHOR ▼

a Paul John Montwillo

DATES OF BIRTH AND DEATH

Year Born ▼ Year Died ▼

1967

Was this contribution to the work a "work made for hire"?

 Yes No

Author's Nationality or Domicile

Name of Country

OR  Citizen of United States

Domiciled in \_\_\_\_\_

Was This Author's Contribution to the Work

Anonymous?  Yes  No

If the answer to either of these questions is "Yes," see detailed instructions.

Pseudonymous?  Yes  No

Nature of Authorship Check appropriate box(es). See Instructions

<input checked="" type="checkbox"/> 3-Dimensional sculpture	<input type="checkbox"/> Map	<input type="checkbox"/> Technical drawing
<input type="checkbox"/> 2-Dimensional artwork	<input type="checkbox"/> Photograph	<input type="checkbox"/> Text
<input type="checkbox"/> Reproduction of work of art	<input type="checkbox"/> Jewelry design	<input type="checkbox"/> Architectural work

Name of Author ▼

b

Date of Birth and Death

Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?

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Author's Nationality or Domicile

Name of Country

OR  Citizen of \_\_\_\_\_

Domiciled in \_\_\_\_\_

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<input type="checkbox"/> 2-Dimensional artwork	<input type="checkbox"/> Photograph	<input type="checkbox"/> Text
<input type="checkbox"/> Reproduction of work of art	<input type="checkbox"/> Jewelry design	<input type="checkbox"/> Architectural work

**3**

a

Year in Which Creation of This Work Was Completed

1998

Date and Nation of First Publication of This Particular Work

Complete this information Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_ Nation \_\_\_\_\_

ONLY IF THIS WORK HAS BEEN PUBLISHED

b

This Information must be given if the work has been published.

Year in all cases.

**4**

APPLICATION RECEIVED  
JUL 02 2004  
ONE DEPOSIT RECEIVED  
JUL 02 2004  
TWO DEPOSITS RECEIVED

FUND RECEIVED

DO NOT WRITE HERE

P. 1 of 2

MORE ON BACK ▶ • Complete all applicable spaces (numbers 5-9) on the reverse side of this page.

EXAMINED BY *GRK* FORM VA

CHECKED BY \_\_\_\_\_

CORRESPONDENCE  
Yes

FOR  
COPYRIGHT  
OFFICE  
USE  
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

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a See instructions  
before completing  
this space.

b

7

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Name ▼

Account Number ▼

a

8

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/ZIP ▼

*Paul J Montwill  
3638 22nd St  
San Francisco CA 94114*

Area code and daytime telephone number (415) 821 1536

Fax number ( )

Email *pmontw.110@hotmail.com*

CERTIFICATION I, the undersigned, hereby certify that I am the

check only one ▶

author  
 other copyright claimant  
 owner of exclusive right(s)  
 authorized agent of \_\_\_\_\_

Name of author or other copyright claimant, or owner of exclusive right(s) ▲

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name and date ▼ If this application gives a date of publication in space 3, do not sign and submit it before that date.

*Paul John Montwill*

Date *6/29/04*

Handwritten signature (X) ▼

X

*Paul J Montwill*

Certificate  
will be  
mailed in  
window  
envelope  
to this  
address:

Name ▼	<i>Paul J Montwill</i>
Number/Breed/Apt ▼	<i>3638 22nd St.</i>
City/State/ZIP ▼	<i>San Francisco CA 94114</i>

• Complete all necessary spaces  
 • Sign your application in space 8

1. Application form  
 2. Nonrefundable filing fee in check or money  
 order payable to Register of Copyrights  
 3. Deposit material

Library of Congress  
 Copyright Office  
 101 Independence Avenue, S.E.  
 Washington, D.C. 20556-6000

Forms are subject to  
change. For current  
forms, go to the  
Copyright Office  
Web site at  
[www.copyright.gov](http://www.copyright.gov),  
select "Forms,"  
then "Copyright  
Office Forms."

9

Copyright Office fees are subject to change.  
For current fees, check the Copyright Office  
website at [www.copyright.gov](http://www.copyright.gov), or  
call (202) 707-3001

141650897



**C Form VA**  
For a Work of the Visual Arts  
UNITED STATES

REG

VA 1-271-342



EFFECTIVE DATE OF REGISTRATION

7-13-04

Month Day

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

1 Title of This Work ▼

NATURE OF THIS WORK ▼ See instructions

Trailer Trash Doll

Doll

Previous or Alternative Titles ▼

Publication as a Contribution If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

If published in a periodical or serial give: Volume ▼

Number ▼

Issue Date ▼

On Page ▼

2 NAME OF AUTHOR ▼

2 Paul John Montwillb <sup>whose</sup> <sub>pseudonym is</sub> Paul Hansen

DATES OF BIRTH AND DEATH

Year Born ▼ Year Died ▼

1967

Was this contribution to the work a "work made for hire"?

Author's Nationality or Domicile  
Name of Country

Yes  
 No

OR Citizen of U.S.A.

Domiciled in \_\_\_\_\_

Was This Author's Contribution to the Work  
Anonymous?  Yes  No If the answer to either of these questions is "Yes," see detailed instructions.Pseudonymous?  Yes  No

Nature of Authorship Check appropriate box(es). See instructions

<input checked="" type="checkbox"/> 3-Dimensional sculpture	<input type="checkbox"/> Map	<input type="checkbox"/> Technical drawing
<input type="checkbox"/> 2-Dimensional artwork	<input type="checkbox"/> Photograph	<input type="checkbox"/> Text
<input type="checkbox"/> Reproduction of work of art	<input type="checkbox"/> Jewelry design	<input type="checkbox"/> Architectural work

Name of Author ▼

Date of Birth and Death

Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?

Author's Nationality or Domicile  
Name of Country

Yes  
 No

OR Citizen of \_\_\_\_\_

Domiciled in \_\_\_\_\_

Was This Author's Contribution to the Work  
Anonymous?  Yes  No If the answer to either of these questions is "Yes," see detailed instructions.Pseudonymous?  Yes  No

Nature of Authorship Check appropriate box(es). See instructions

<input type="checkbox"/> 3-Dimensional sculpture	<input type="checkbox"/> Map	<input type="checkbox"/> Technical drawing
<input type="checkbox"/> 2-Dimensional artwork	<input type="checkbox"/> Photograph	<input type="checkbox"/> Text
<input type="checkbox"/> Reproduction of work of art	<input type="checkbox"/> Jewelry design	<input type="checkbox"/> Architectural work

3

Year in Which Creation of This Work Was Completed

1998

This information must be given in all cases.

b

Date and Name of First Publication of This Particular Work

Complete this information ONLY if this work has been published Month 07 Day 01 Year 2000

U.S.A.

Nation

4

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. ▼

Paul John Montwillb  
3638 22nd Street  
San Francisco CA 94114

Transfer if the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

JUL 13 2004	
ONE DEPOSIT RECEIVED	
JUL 13 2004	
NO DEPOSITS RECEIVED	
JUL 13 2004	
FUND'S RECEIVED	

MORE ON BACK ▶ Complete all applicable spaces (numbers 5-9) on the reverse side of this page.

DO NOT WRITE HERE

EXAMINED BY

CHECKED BY

 CORRESPONDENCE

Yes

FORM VA

FOR  
COPYRIGHT  
OFFICE  
USE  
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

 Yes  No If your answer is "Yes," why is another registration being sought? (Check appropriate box.) ▼

a.  This is the first published edition of a work previously registered in unpublished form.

b.  This is the first application submitted by this author as copyright claimant.

c.  This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give: Previous Registration Number ▼

Year of Registration ▼

5

DERIVATIVE WORK OR COMPILATION Complete both spaces 6a and 6b for a derivative work; complete only 6b for a compilation.

a. Preexisting Material Identify any preexisting work or works that this work is based on or incorporates. ▼

b. Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▼

6

See instructions  
before completing  
this space.

a

b

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.

Name ▼

Account Number ▼

7

a

b

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/ZIP ▼

Paul John Montwill  
3638 22nd Street  
San Francisco CA 94114

Area code and daytime telephone number (415) 881 1536

Fax number ( )

Email pmontwill@hotmail.com

CERTIFICATION I, the undersigned, hereby certify that I am the

check only one ▶

author  
 other copyright claimant  
 owner of exclusive right(s)  
 authorized agent of \_\_\_\_\_

Name of author or other copyright claimant, or owner of exclusive right(s) ▼

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

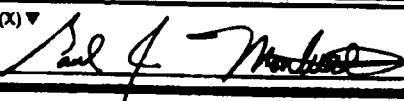
Typed or printed name and date ▼ If this application gives a date of publication in space 3, do not sign and submit it before that date.

Paul John Montwill

Date 7/10/04

Handwritten signature (X) ▼

X



8

Certificate  
will be  
mailed in  
window  
envelope  
to this  
address:

Name ▼	Paul John Montwill
Number/Street/Apt ▼	3638 22nd Street
City/State/ZIP ▼	San Francisco CA 94114

- Complete all necessary spaces
- Sign your application in space 8
- Application fees
- Nonrefundable filing fee in check or money order payable to Register of Copyrights
- Deposit material

Library of Congress  
Copyright Office  
101 Independence Avenue, S.E.  
Washington, D.C. 20559-6000

For an address in  
change, for more  
information, check  
the Copyright Office  
website at  
[www.copyright.gov](http://www.copyright.gov)  
or call  
(202) 707-8000.

9



## SECRETARY OF STATE

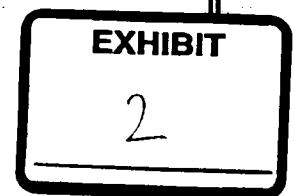
I, *Kevin Shelley*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this day of

JUL 09 2004

*Kevin Shelley*  
Secretary of State



000012



**State of California**  
**Kevin Shelley**  
**Secretary of State**

**LIMITED LIABILITY COMPANY  
ARTICLES OF ORGANIZATION**

NOTE: A limited liability company is not permitted to render professional services.

A \$70.00 filing fee must accompany this form.

**IMPORTANT – Read instructions before completing this form.**

File #

**200419110109**

**ENDORSED - FILED**  
In the office of the Secretary of State  
of the State of California

**JUL 09 2004**

**KEVIN SHELLEY**  
Secretary of State

This Space For Filing Use Only

1. NAME OF THE LIMITED LIABILITY COMPANY (END THE NAME WITH THE WORDS "LIMITED LIABILITY COMPANY," "LTD. LIABILITY CO.," OR THE ABBREVIATIONS "LLC" OR "LLC") Gibby Novelties, LLC	
2. THE PURPOSE OF THE LIMITED LIABILITY COMPANY IS TO ENGAGE IN ANY LAWFUL ACT OR ACTIVITY FOR WHICH A LIMITED LIABILITY COMPANY MAY BE ORGANIZED UNDER THE BEVERLY-KILLEA LIMITED LIABILITY COMPANY ACT. INITIAL AGENT FOR SERVICE OF PROCESS - If the agent is an individual, the agent must reside in California and both Items 3 and 4 must be completed. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 3 must be completed (leave Item 4 blank).	
3. NAME OF THE INITIAL AGENT FOR SERVICE OF PROCESS William Tull, Jr.	
4. IF AN INDIVIDUAL, THE ADDRESS OF THE INITIAL AGENT FOR SERVICE OF PROCESS IN CALIFORNIA ADDRESS 40 DeBurgh Drive CITY San Anselmo STATE CA ZIP CODE 94960	
5. THE LIMITED LIABILITY COMPANY WILL BE MANAGED BY: (CHECK ONLY ONE) <input checked="" type="checkbox"/> ONE MANAGER <input type="checkbox"/> MORE THAN ONE MANAGER <input type="checkbox"/> ALL LIMITED LIABILITY COMPANY MEMBER(S)	
6. ADDITIONAL INFORMATION SET FORTH ON THE ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE A PART OF THIS CERTIFICATE.	
7. TYPE OF BUSINESS OF THE LIMITED LIABILITY COMPANY (FOR INFORMATIONAL PURPOSES ONLY) Toy and doll design, manufacture and sales	
8. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.  SIGNATURE OF ORGANIZER DAVID Y. WONG TYPE OR PRINT NAME OF ORGANIZER	
July 8, 2004 DATE	
9. RETURN TO: NAME - David Y. Wong FIRM Berger Kahn ADDRESS 1682 Novato Blvd. CITY/STATE Novato, CA ZIP CODE 94947	



## BILL OF SALE

In consideration of the payment of the sum of \$4,000 (four thousand dollars), and other valuable consideration from Daniel Gibby, the receipt of which is hereby acknowledged, William Tull hereby conveys, transfers, and grants to Daniel Gibby the sole ownership rights and claims to the remaining inventory, trademark, and intellectual property rights formerly held by Arsenic & Apple Pie, LLC, including but not limited to all unsold product inventory and the intellectual property rights to said dolls, as described more fully in the attached Exhibit A, which Tull acquired following the dissolution of said Limited Liability Company. In addition, William Tull conveys to Daniel Gibby the "Arsenic & Apple Pie" trade name and all goodwill attached to same.

William Tull hereby warrants and represents to Daniel Gibby that he is the sole and exclusive owner of the specified property and that the title hereby conveyed is legitimate, valid and enforceable. William Tull further warrants that the above property being transferred, both tangible and intangible, is free and clear of any security interests, liens, claims or other encumbrances.

William Tull, in conveying said property to Daniel Gibby, hereby covenants and agrees to defend, hold harmless and/or indemnify Daniel Gibby, his agents, attorneys, and assigns against any title or ownership claims, liens or other encumbrances asserted in regard to said rights and property in this Bill of Sale

Signed this 15<sup>th</sup> of July, 2004

By: William Tull, Jr.  
William Tull, Jr.

EXHIBIT

3

000014

**Exhibit A**

**List of Property Conveyed to Daniel Gibby by William Tull**

Remaining doll inventory acquired from Arsenic & Apple Pie, LLC via dissolution:

1. 1200 Trailer Trash Dolls
2. 17 Drag Queen Dolls – Blonde
3. 216 Drag Queen Dolls – Red Head

Total number of dolls: 1433

## BILL OF SALE OF ASSETS OF ARSENIC & APPLE PIE, LLC.

In consideration of the release, cancellation and termination of any and all financial obligations arising from Member William Tull's two loans to Arsenic & Apple Pie, LLC (hereinafter "Company") in the amounts of \$9,834.05 and \$63,382.55, totaling Seventy-three Thousand, Two Hundred and Sixteen Dollars and Sixty Cents. (\$73,216.60), the receipt of documentation of said cancellation hereby acknowledged, the Company, Arsenic & Apple Pie, LLC, hereby conveys, transfers, and grants to William Tull (Tull) any and all remaining assets belonging to the Company, including but not limited to all product inventory, the intellectual property rights to the doll products described in the attached Exhibit A, the Arsenic & Apple Pie trademark, all business property of the Company and all goodwill attached to the Company.

Company hereby warrants and represents to Tull that it is the sole owner of the specified property and that the title hereby conveyed is valid and good. Arsenic & Apple Pie, LLC further warrants that the specified property being transferred, both tangible and intangible, is free and clear of any security interests, liens, claims or other encumbrances.

Arsenic & Apple Pie, LLC hereby covenants and agrees to defend, hold harmless and/or indemnify Tull, his agents, attorneys and assigns, against any title or ownership claims, liens or other encumbrances asserted in regard to said rights and property as described in this Bill of Sale.

Signed this 17 day of July, 2004.

ARSENIC & APPLE Pie, LLC

By: William Tull Jr.  
William Tull, Jr. Liquidating Member.

EXHIBIT

4

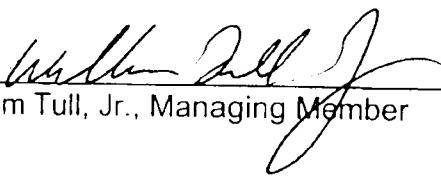
000032

## Agreement to Release, Cancel and Terminate Business Loans

The Undersigned, William Tull, does hereby agree to release, cancel and terminate the two loans made to Arsenic & Apple Pie, LLC. The two loans, for \$9,834.05 and \$63,382.55 ( Total: \$73,216.60), were made to Arsenic & Apple Pie, LLC in addition to Tull's original capital contribution to the Limited Liability Company, and represent unsecured loans to the Company by a member pursuant to Section 3.8 of the Operating Agreement.

To date, the foregoing loans have not been satisfied or repaid in full. However, the outstanding balance of \$73,216.60 is hereby waived, released, canceled and terminated in exchange and consideration for the transfer to William Tull of all the remaining assets, both tangible and intangible, belonging to Arsenic & Apple Pie, LLC., including but not limited to: all product inventory, the intellectual property rights to the product line developed and produced by Arsenic & Apple Pie, LLC and its members, its unique and identifiable tradename, the goodwill of the business, and all other assets belonging to the company.

Dated this 17 day of July, 2004, in San Francisco, California.

  
\_\_\_\_\_  
William Tull, Jr., Managing Member

EXHIBIT

5

000031



# State of California



## SECRETARY OF STATE

I, *Kevin Shelley*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this day of

AUG 26 2004



*Kevin Shelley*  
Secretary of State

EXHIBIT

6

000029



**State of California**  
**Kevin Shelley**  
**Secretary of State**

**LIMITED LIABILITY COMPANY**  
**CERTIFICATE OF DISSOLUTION**

There is no fee for filing a Certificate of Dissolution with the Secretary of State.  
 IMPORTANT - Read Instructions before completing this form

Note: You must also file a Certificate of Cancellation (LLC4/7) in order to cancel  
 your Articles of Organization (LLC-1) and not incur further liability for tax as  
 a limited liability company.

**ENDORSED - FILED**  
 in the office of the Secretary of State  
 of the State of California

JUL 20 2004

**KEVIN SHELLEY**  
**Secretary of State**

This space For Filing Use Only

1. Secretary of State File Number 199911010031	2. Name of Limited Liability Company Arsenic & Apple Pie, LLC
3. Other information the managers or members filing the Certificate of Dissolution determine to include: (Attach additional pages, if necessary). None	

4. Total number of pages attached, if any:

0

5. It is hereby declared that I am the person who executed this instrument, which execution is my act and deed.

William Tull Jr.  
 Signature of Authorized Person  
7/12/04  
 Date

William Tull, Jr. Liquidating Managing  
 Type or Print Name and Title of Authorized Person Member

6. RETURN TO:

NAME                    David Y. Wong  
 FIRM                    Berger Kahn, A Law Corporation  
 ADDRESS                1682 Novato Blvd., Suite 250  
 CITY/STATE            Novato, CA 94965  
 ZIP CODE              L



SEC/STATE (REV. 12/2003)

FORM LLC-3 - NO FILING FEE  
 Approved by Secretary of State

000030

DAVID Y. WONG

ATTORNEY AT LAW

320 Montford Ave.  
Mill Valley, California 94941  
Tel: (415) 339-8810  
Fax: (415) 388-5582

May 31, 2003

Paul Montwillo  
3638 22<sup>nd</sup> Street  
San Francisco, CA 94114

Re: Arsenic & Apple Pie, LLC

Dear Mr. Montwillow:

As you requested, I have forwarded your comments and letter of May 2, 2003, to William Tull.

In response, Mr. Tull has indicated that he is prepared to honor his previous offer to purchase your membership interest for the sum of Sixteen Thousand Dollars (\$16,000), payable in installments. Enclosed, please find a proposed Agreement for Purchase of Membership Interest which sets forth the terms of the sale. Assuming that the Agreement is acceptable, please notify me at your earliest opportunity so that we can arrange for its execution.

Before the Agreement can be executed and consideration transferred, I still need to obtain from you a copy of your Bankruptcy release or dismissal. Alternatively, please provide me with the name of your attorney. Once I have confirmed that there is no longer any duty on the part of Mr. Tull or Arsenic & Apple Pie to report or turn over funds to the bankruptcy trustee, I will advise Mr. Tull to make payments directly to you in accordance with the payment schedule in the Agreement.

If you have any questions or concerns not addressed above, please do not hesitate to contact the undersigned.

Very truly yours,

David Y. Wong

encl.: Proposed Purchase Agreement  
cc: William Tull



## Agreement For The Purchase of Membership Interest

This Agreement for the purchase of Membership Interest in the Limited Liability Company known as Arsenic & Apple Pie, LLC, is hereby agreed to and made effective this \_\_\_\_ day of June, 2003, by and between Paul Montwillo, hereinafter referred to as "Seller," whose principal place of residence is 2638 22<sup>nd</sup> Street, San Francisco, California, and William Tull, hereinafter referred to as "Buyer," whose principal place of business is 432 Castro Street, San Francisco, California. Seller and Buyer may be collectively referred to as the "Parties."

Buyer desires to purchase from Seller and Seller desires to sell to Buyer, on the terms and subject to the conditions of this agreement, Seller's entire Fifty percent interest (50%) in the business and property owned and held by the Limited Liability Company known as Arsenic & Apple Pic, LLC, in exchange for the consideration herein stated.

Included within the terms of the sale of membership interest contemplated by this Agreement and subject to the terms and conditions of same, are any and all rights, claims, property interests, proprietary claims, patent rights or other intellectual property rights to two doll concepts which Buyer has previously conceived and developed, identified for purposes of this agreement as the:

- (1) "Pregnant" doll
- (2) "Mullet" doll

In consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties further agree as follows:

### I.

Buyer shall receive Seller's entire 50% managing membership Interest in Arsenic & Apple Pie, LLC. The sale and purchase of said membership interest shall include, without limitation, all property rights, assets, inventory, profits, bonuses, commissions, salaries or other forms of distribution or compensation associated with said membership interest, as well as all claims and rights under leases, contracts copyrights, service marks, trademarks, trade names, trade secrets, and licenses held or asserted by the aforementioned company.

Buyer shall also receive physical possession of and all property and intellectual property rights to the "Pregnant" and "Mullet" dolls developed by Seller.

II.

The Membership Interest shall be sold, transferred and delivered to Buyer on or about June \_\_, 2003. The transfer of any physical assets or property between Seller and Buyer shall take place at the offices of Injealous, 432 Castro Street, San Francisco, California.

III.

In consideration of the sale, transfer and delivery of the Membership Interest and dollars referenced above, Buyer shall pay Seller the sum of Sixteen Thousand Dollars (\$16,000). Said sum shall be payable in no more than eleven months as per the following schedule: six monthly payments of at least one thousand dollars (\$1,000.00), and five monthly payments of no less than two thousand dollars (\$2,000.00) until the sum total of payments is sixteen thousand dollars. Payments shall begin no later than two weeks after the execution of this agreement and continue uninterrupted thereafter. For example, if the execution of this agreement occurs on the fifth of the month, Buyer's monthly payments shall commence and be payable on or before the 15<sup>th</sup> of that month. If the execution date is after the 15<sup>th</sup>, the payment date shall commence on the 1<sup>st</sup> of the succeeding month.

IV.

Buyer shall receive the percentage of profits and distributions to which his membership interest in Arsenic & Apple Pie, LLC is entitled only after such time as his purchase price of \$16,000 has been fully paid. Until then, Seller shall retain all rights to any and all percentage of profits and distributions to which his membership interest is entitled, if any, but shall not enjoy or exercise any management or control over the Company. If for any reason within the control of Buyer any of the foregoing payments is overdue more than 30 days, then this Agreement shall terminate and the percentage of membership interest in Arsenic & Apple Pie, LLC, which has not been paid for shall remain the property of Seller and all rights and privileges accorded to said membership interest shall be restored. All future ownership and management rights in the Company shall be as per the terms of its Operating Agreement dated March 1999, in accordance with the respective membership interest percentages held by each party

V.

SELLER HEREBY WARRANTS TO BUYER WITH RESPECT TO THE MEMBERSHIP INTEREST AND DOLL PROPRIETARY RIGHTS CONVEYED THAT GOOD AND VALID TITLE EXISTS AND IS HEREBY TRANSFERRED TO BUYER AND BUYER ALONE. SELLER FURTHER REPRESENTS AND WARRANTS THAT HE IS THE SOLE OWNER OF THE SPECIFIED PROPERTY AND THAT NO SPOUSAL, COMMUNITY PROPERTY, DOMESTIC PARTNER, OR COMPARABLE INTEREST OR CLAIM IN SAID MEMBERSHIP INTEREST EXISTS OR IS RECOGNIZED. MONTWILLO FURTHER WARRANTS THAT THE SPECIFIED PROPERTY BEING SOLD IS FREE AND CLEAR OF ANY SECURITY INTERESTS, LIENS, CLAIMS OR OTHER ENCUMBRANCES. SELLER HEREBY COVENANTS AND AGREES TO DEFEND, HOLD HARMLESS AND/OR INDEMNIFY BUYER, HIS AGENTS AND ASSIGNS, AGAINST ANY TITLE OR OWNERSHIP CLAIMS, LIENS OR OTHER ENCUMBRANCES ASSERTED BY A CREDITOR OR TRUSTEE IN ANY PAST OR PRESENT BANKRUPTCY PROCEEDING INITIATED BY SELLER IN REGARD TO THE PROPERTY WHICH IS THE SUBJECT OF THIS AGREEMENT.

VI.

The Parties agree to endeavor, in good faith, to settle any controversy or claim arising out of, in connection with, or relating to this Agreement, or an alleged breach thereof, by binding arbitration. A party may initiate an arbitration proceeding by a request in writing to the other party. Thereupon, both parties will be obligated to engage in arbitration of the dispute pursuant to the provisions of CCP Section 1280, et seq.. The proceeding shall be held in the County of San Francisco pursuant to the laws of the State of California. **The parties agree that the decision of the arbitrator shall be binding.**

The Parties shall attempt to jointly select a neutral arbitrator familiar with business law in California. In the event that the parties are unable to agree on an arbitrator within 30 days of the request for arbitration, the Court, upon the proper request of either party pursuant to CCP Section 1281.6, shall appoint a neutral arbitrator. Such arbitration shall be binding. The confirming court, if any, shall review the record of the arbitration to determine if an error of law has occurred. In the event the court determines that a substantial error of law has occurred and that a retrial is required, such trial shall be had de novo in the reviewing court without a jury.

VII.

The terms of this Agreement terminate and supersede all prior understandings or agreements between them on the subject matter hereof. This Agreement is intended as a final expression of their Agreement and may be modified only in a writing between them duly executed by the Parties.

VIII.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

**IN WITNESS WHEREOF**, the parties to this Agreement have duly executed it on the day and year indicated.

Signed and executed this \_\_\_\_\_ day of June, 2003, at San Francisco, California.

**Seller:** \_\_\_\_\_  
Paul Montwillo

**Buyer:** \_\_\_\_\_  
William Tull

### **Agreement for the Purchase of Membership Interest**

This Agreement hereinafter referred to as the "Agreement", for the purchase of Membership Interest in the Limited Liability Company known as Arsenic & Apple Pie, LLC, hereinafter referred to as the "Company", is hereby agreed to and made effective this    day of July 2003, by and between Paul Montwillo, hereinafter referred to as "Seller", whose principal place of residence is 3638 22nd Street, San Francisco, California, and William Tull Jr., hereinafter referred to as "Buyer", whose principal place of business is 432 Castro Street, San Francisco, California. Seller and Buyer may be collectively referred to as the "Parties".

Seller desires to sell to Buyer and Buyer desires to purchase from Seller, on the terms and subject to the conditions of this agreement, Seller's entire fifty percent interest (50%) in the business and property owned and held by the Company, in exchange for the consideration herein stated.

Included within the terms of the sale of Membership Interest contemplated by the Agreement and subject to the terms and conditions of the same, are any intellectual rights, claims, property interests, proprietary claims or other intellectual property rights to two doll concepts which Seller has previously conceived and developed, identified for purposes of this agreement as the:

- (1) "Pregnant" doll
- (2) "Mullet" doll

In consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties further agree as follows:

Buyer shall receive Seller's entire 50% managing Membership Interest in the Company. The sale and purchase of said Membership Interest shall include, without limitation, all property rights, assets, inventory profits, bonuses, commissions, salaries or other forms of distribution or compensation associated with said Membership Interest, as well as all claims and rights under leases, contracts copyrights, service marks, trademarks, trade names, trade secrets, and licenses held or asserted by the aforementioned company, along with any and all liabilities of the Company past, present and future, without limitation, thus releasing Seller from any and all claims and obligations arising, related to, or concerning the Company in any way effectively indemnifying Seller from any such claims.

II.

The Membership Interest shall be sold, transferred and delivered to Buyer upon receipt of the final payment according to this Agreement. The transfer of any physical assets or property between Seller and Buyer shall take place at the offices of In-jean-ious, 432

**EXHIBIT**

8

Castro Street, San Francisco, California.

III.

In consideration of the sale, transfer and delivery of the Membership Interest and dolls referenced above, Buyer shall pay the sum of Sixteen Thousand Dollars (\$16,000.00). Said sum shall be payable by certified or cashiers check in each instance, payable to Paul Montwillo, pursuant to the following schedule: a payment of six thousand dollars (\$6000.00) upon execution of this agreement, a second payment of five thousand dollars (\$5000.00) upon Seller's delivery to Buyer of the prototype of the Pregnant doll, and a final payment of five thousand dollars (\$5000.00) upon Seller's delivery to Buyer of the prototype of the Mullet doll.

Seller and Buyer hereby agree to the following delivery and corresponding payment schedule: Seller shall deliver the prototype of the Pregnant doll within 30 days of the execution of this Agreement and buyer shall pay according to the foregoing terms the \$5000.00 payment in exchange therefore. Within 30 days after delivery of the prototype of the Pregnant doll, Seller shall deliver the prototype of the Mullet doll and buyer shall pay according to the foregoing terms the \$5000.00 payment in exchange therefore.

IV.

Buyer shall receive the percentage of profits and distributions to which his Membership Interest in the Company is entitled only after such time as his purchase price of \$16,000.00 has been fully paid. Until then, Seller shall retain all rights to any and all percentage of profits and distributions to which his Membership Interest is entitled, if any, but shall not enjoy or exercise any management or control over the Company. If for any reason any of the foregoing payments is overdue, then this agreement shall terminate. Furthermore all future ownership and management rights in the Company shall be as per the terms of its Operating Agreement dated March 1999. In addition to Seller's retention of all of his 50% interest in the Company upon such termination, Seller shall be under no obligation to deliver either the prototype of the Pregnant doll and/or the Mullet doll as the case may be.

V.

SELLER HEREBY WARRANTS TO BUYER WITH RESPECT TO THE MEMBERSHIP INTEREST AND DOLL PROPRIETARY RIGHTS CONVEYED THAT GOOD AND VALID TITLE EXISTS AND IS HEREBY TRANSFERRED TO BUYER AND BUYER ALONE. SELLER FURTHER REPRESENTS AND WARRANTS THAT HE IS THE SOLE OWNER OF THE SPECIFIED PROPERTY AND THAT NO SPOUSAL, COMMUNITY PROPERTY, DOMESTIC PARTNER, OR COMPARABLE INTEREST OR CLAIM IN SAID MEMBERSHIP INTEREST EXISTS OR IS RECOGNIZED. PARTIES WARRANT THAT THE SPECIFIED PROPERTY BEING SOLD IS FREE AND CLEAR OF ANY SECURITY INTERESTS, LIENS, CLAIMS OR OTHER ENCUMBRANCES.

SELLER, THEREFORE BUYER, HEREBY COVENANTS AND AGREES TO DEFEND, HOLD HARMLESS AND/OR INDEMNIFY EACH OTHER, THEIR AGENTS AND ASSIGNS, AGAINST ANY AND ALL CLAIMS, PAST, PRESENT AND FUTURE, ARISING OUT OF OR RELATING TO THE PROPERTY WHICH IS THE SUBJECT OF THIS AGREEMENT.

VI.

The Parties agree to endeavor, in good faith, to settle any controversy or claim arising out of, in connection with, or relating to this Agreement, or an alleged breach thereof, by binding arbitration. A party may initiate an arbitration proceeding by a request in writing to the other party. Thereupon, both parties will be obligated to engage in arbitration of the dispute pursuant to the provisions of CCP Section 1280, et seq.. The proceeding shall be held in the County of San Francisco pursuant to the laws of the State of California. **The parties agree that the decision of the arbitrator shall be binding.**

The Parties shall attempt to jointly select a neutral arbitrator familiar with business law in California. In the event that the parties are unable to agree on an arbitrator within 30 days of the request for arbitration, the Court, upon proper request of either party pursuant to CCP Section 1281.6, shall appoint a neutral arbitrator. Such arbitration shall be binding. The confirming court, if any, shall review the record of the arbitration to determine if an error of law has occurred. In the event the court determines that a substantial error of law has occurred and a retrial is required, such trial shall be had de novo in the reviewing court without a jury.

VII.

The terms of this Agreement terminate and supersede all prior understandings of agreements between them on the subject matter hereof except in the event of the termination of this Agreement as contemplated in Article IV, in which case the Operating Agreement shall govern as described in such Article IV.

VIII.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

IN WITNESS WHEREOF, the parties to this Agreement have duly executed it on the day and year indicated.

Signed and executed this \_\_\_\_ day of July, 2003, at San Francisco, California.

Seller: \_\_\_\_\_  
Paul Montwillo

Buyer: \_\_\_\_\_  
William Tull Jr.

DAVID Y. WONG

ATTORNEY AT LAW

320 Montford Ave.  
Mill Valley, California 94941  
Tel: (415) 339-8810  
Fax: (415) 388-5582

April 7, 2003

Paul Montwillo  
3638 22<sup>nd</sup> Street  
San Francisco, CA 94114

Re: Arsenic & Apple Pie, LLC  
Your Petition in Bankruptcy

Dear Mr. Montwillow:

On behalf of Arsenic & Apple Pie, LLC, please be advised that your membership interest in Arsenic & Apple Pie, LLC is now subject to repurchase by the Company pursuant to Section 8 of the Operating Agreement. A copy of the Arsenic & Apple Pie Operating Agreement is enclosed for your review.

On or about March 10, 2003, Managing Member William Tull learned that you had filed a petition in bankruptcy court to discharge your debts. Under Section 8.3 of the Agreement, each member of the company agrees to promptly give notice of any triggering event to all other members. The filing of a petition in bankruptcy by a member is a triggering event. Section 8.7 of the Agreement further provides that upon receipt of notice of a triggering event, the Company or its other members shall determine a fair market value for your membership interest. Following the finding of a fair market value under Section 8.7, the Company has the right to repurchase your membership interest for a period of thirty (30) days.

Pursuant to the above agreement and a review of the company's net worth, Mr. Tull has determined that your membership interest has a fair market value of \$1.00. The net worth of your interest is based on an accounting of the individual capital contributions and loans of each member, the share of losses and expenses attributed to each member, and the absence of any net profit generated by the Company to date. Section 3 of the Agreement, further provides that any outstanding loans to the company made by Mr. Tull are to be deducted before net worth can be determined. For your review a copy of the Company's Annual Income Statement for the period ending December 31, 2002, is enclosed. If you disagree with Mr. Tull's calculations, you should contact him at your earliest opportunity to resolve the matter.

EXHIBIT

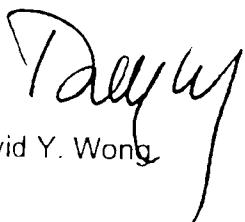
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If you do not contact Mr. Tull or the undersigned in writing within 30 days to object to the net value of your membership interest as Mr. Tull has proposed, Arsenic & Apple Pie, LLC will adopt and use Mr. Tull's figure as its purchase price for your entire membership interest. In any event, you are notified that the Company will repurchase your entire membership interest and will resist and prevent any attempt by you to transfer, sell or otherwise convey your interest to a third party.

If you have any questions or concerns not addressed above, please do not hesitate to contact the undersigned.

Very truly yours,

  
David Y. Wong

enclosure: Operating Agreement  
cc: William Tull

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